

Michael D. Cooper (Bar No. 042761)
Elizabeth Berke-Dreyfuss (Bar No. 114651)
WENDEL, ROSEN, BLACK & DEAN LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036
Telephone: (510) 834-6600
Fax: (510) 834-1928

Attorneys for Debtor-in-Possession
John Frederick Dixon

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In Re

JOHN FREDERICK DIXON,

Debtor.

Case No. 09-11851 AJ

Chapter 11

**APPLICATION TO AMEND ORDER FOR
EMPLOYMENT OF REAL ESTATE
BROKER
(Frank Howard Allen Realtors)**

**TO: THE HONORABLE ALAN JAROSLOVSKY, UNITED STATES BANKRUPTCY
JUDGE, AND THE UNITED STATES TRUSTEE:**

John Frederick Dixon ("Dixon"), the debtor herein, respectfully represents and requests authority to retain Frank Howard Allen Realtors ("FH Allen"), as broker for the reasons set forth herein below:

1. Dixon filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code on June 19, 2009, and an order for relief was entered on that date.

2. On September 8, 2009, the Court entered an order employing Alain Pinel Realtors ("APR") as broker for the listing, marketing and sale of Dixon's residence located at 300 Palm Avenue, Kentfield, California ("Property") for the period from September 1, 2009 through March 31, 2010. Pursuant to the terms of the Residential Listing Agreement ("Agreement"), Jeff Sterley

1 (“Sterley”) was the listing agent at APR. Since that time, Sterley has left APR and is now with
2 FH Allen.

3 **3.** APR has agreed to assign Sterley’s Agreement with Dixon over to FH Allen.
4 Dixon now desires to retain FH Allen as broker in place of APR due to the fact that Sterley is
5 now employed with FH Allen and Sterley is well qualified and has substantial experience in the
6 residential real estate market in Kentfield, and the surrounding Marin County.

7 **4.** The Agreement to be assigned to FH Allen is on the same terms and conditions as
8 previously approved with respect to APR: FH Allen will receive a commission in the sum of five
9 percent (5%) of the listing or purchase price of the Property. The Agreement specifically
10 excludes any dual agency, and provides that FH Allen may not represent any potential purchaser.
11 A true and correct copy of the Agreement is attached as Exhibit A to the Declaration of Jeff
12 Sterley filed concurrently herewith. FH Allen understands that the Court may allow
13 compensation other than on the terms set forth in the Agreement.

14 **5.** To the best of Dixon’s knowledge, the members and associates of FH Allen do not
15 have any connection with Dixon, his creditors, any other party in interest, his respective attorneys
16 or other professionals, the U.S. Trustee, or any person employed in the office of the U.S. Trustee,
17 except as set forth herein. FH Allen does not represent or hold any interest adverse to this
18 Bankruptcy Estate in matters upon which it is to be retained. FH Allen has or may be providing
19 services in matters unrelated to Dixon or this estate.

20 **6.** Any commissions payable to FH Allen to be approved and allowed pursuant to the
21 terms of the Agreement shall be approved and allowed at a further hearing authorizing the sale of
22 the Property.

23 **7.** Any sale of the Property will be subject to a further court order, at which time FH
24 Allen will seek payment of its commission.

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1 WHEREFORE, Dixon requests the entry of an amended order authorizing it to employ
2 FH Allen as broker, pursuant to Bankruptcy Code section 327(a) subject to the terms of this
3 Application.

4 Dated: November 16, 2009

WENDEL, ROSEN, BLACK & DEAN LLP

6 By: /s/ Elizabeth Berke-Dreyfuss
7 Elizabeth Berke-Dreyfuss
8 Attorneys for Debtor-in-Possession
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